| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. Contract | | Page 1 Of 6 |
|---|--|---|--|---|---|
| 2. Amendment/Modification No. | 3. Effective Date | 4. Requisition/Purchase Req | | | o. (If applicable) |
| 0002 | | SEE SCHEDULE | | | |
| 6. Issued By | Code W56HZV | 7. Administered By (If other | than Item 6) | l | Code |
| TACOM AMSTA-LC-CJBB LAURA ARTZ (810)574-7482 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: ARTZL@TACOM.ARMY.MIL | | SCD | DAG | AD | P PT |
| 8. Name And Address Of Contractor (No., Stre | et City County State and | SCD | PAS 9A. Amendme | | |
| o. Name And Address Of Contractor (10., 511) | et, City, County, State and | 1 Zip Code) | | | ion 140. |
| | | | 9B. Dated (See | | |
| | | | 2001AUG13 | tiem 11) | |
| | | | 10A. Modifica | tion Of Contra | act/Order No. |
| G.1. F. 29. G.1. | | | 10B. Dated (Se | ee Item 13) | |
| Code Facility Code | THIS ITEM ONLY ADDIT | ES TO AMENDMENTS OF S | OI ICITATION | JC . | |
| | | | | | |
| The above numbered solicitation is amene | 20010CT16 12:00pm | The nour and date specified is | or receipt of Of | iers | |
| Offers must acknowledge receipt of this ame (a) By completing items 8 and 15, and return offer submitted; or (c) By separate letter or ACKNOWLEDGMENT TO BE RECEIVED SPECIFIED MAY RESULT IN REJECTION change may be made by telegram or letter, popening hour and date specified. 12. Accounting And Appropriation Data (If red | ning <u>2 signed</u> copies of telegram which includes a D AT THE PLACE DESIGN OF YOUR OFFER. If provided each telegram or | of the amendments: (b) By acking reference to the solicitation and GNATED FOR THE RECEIPT by virtue of this amendment you | nowledging reco nd amendment r TOF OFFERS I ou desire to char | eipt of this am numbers. FAI PRIOR TO TI nge an offer al | e ndment on each copy of the LURE OF YOUR HE HOUR AND DATE ready submitted, such |
| | | | Name + Candida | n Fin a | |
| 13. THIS | | O MODIFICATIONS OF CO. act/Order No. As Described In | | DERS | |
| A. This Change Order is Issued Pursual The Contract/Order No. In Item 10. | | | The Cl | hanges Set For | th In Item 14 Are Made In |
| B. The Above Numbered Contract/Orde Set Forth In Item 14, Pursuant To T | | 9 , | uch as changes | in paying offic | ee, appropriation data, etc.) |
| C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: | | | | | |
| D. Other (Specify type of modification a | and authority) | | | | |
| E. IMPORTANT: Contractor is not, is required to sign this document and return copies to the Issuing Office. 14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) | | | | | |
| • | organized by OCI section | neudings, including solicitation | n/contract subje | cet matter whe | ic icusibici) |
| SEE SECOND PAGE FOR DESCRIPTION | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Except as provided herein, all terms and condi- and effect. | tions of the document refe | renced in item 9A or 10A, as h | eretofore chang | ed, remains u | nchanged and in full force |
| 15A. Name And Title Of Signer (Type or print) |) | 16A. Name And Title | Of Contracting | Officer (Type | or print) |
| | | | | | |
| 15B. Contractor/Offeror | 15C. Date Signed | 16B. United States Of | America | | 16C. Date Signed |
| | | By | | | |
| (Signature of person authorized to sign) | _ | (Signature o | of Contracting (| | |
| NSN 7540-01-152-8070 | | 30-105-02 | | STANDARD | FORM 30 (REV. 10-83) |

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|--------------------|------------------------------|---------------------|
| | PHN/SHN DAAE07-01-R-0024 | MOD/AMD 0002 |

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

- 1. This constitutes amendment 0002 to RFP DAAE07-01-R-0024.
- 2. The time and date for receipt of proposals has been extended until 12 noon on October 16, 2001.
- 3. Each Offeror is instructed to submit an acknowledgment of this amendment and any revision to your price proposal as a result of this amendment no later than October 16, 2001.
- 4. The Scope of Work in the Basic RFP is hereby deleted. The new scope of work paragraphs I-24 through I-28 are hereby made a part of the RFP. There are several significant changes in the scope of work.

*** END OF NARRATIVE A 003 ***

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Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

*** DELETED NARRATIVE I 001 ***

I-24 Scope of Work

a. This is a contract for purchase and armoring to a minimum AK-47 (7.62mm x 39mm ball PS MS1943) rifle protection, using current commercial practices, of five (5) vehicles with a seating capacity of 15 to 20 passengers. Vans, shuttle buses, or a variant of such will be considered. Vehicles must be based on a commercial (e.g. Ford, GM, Dodge, etc.) chassis and maintain a discrete (non-armored)look. Vehicle chassis chosen must be supportable through a commercial dealer network in the destination country. A seating capacity of 15 passengers is required and 20 passengers is desired. The contractor will modify the contractor-furnished commercial vehicle(s) to the armor level described below to meet the performance requirements of this Statement of Work.

b. Chassis Requirements applicable to each vehicle.

Contractor will be required to furnish five (5) new, model year 2002, 2001, 2000 vehicles as described above with fifteen passenger seating being required and twenty passenger seating being desired. Window configuration is unimportant, but rear air conditioning is required. Vehicles must include the following options (or equivalent):

- 1. a large V-8 or V-10 engine with electronic four-speed automatic transmission. We are requiring an engine with a minimum size of 5.8 liters with preference given to larger motors and maximum horsepower.
 - 2. 3.73 limited slip rear axle is required; and the highest (numerically) rear axle ratio available is desired.
 - 3. Tinted glass equal to the darkest tint offered by the OEM manufacturer.
 - 4. High-capacity front and rear air conditioning.
 - 5. Heavy-duty auxiliary battery.
 - 6. Heavy-duty suspension (upgraded front and rear springs, heavy-duty shock absorbers).
 - 7. Trailer towing package.
 - 8. Heavy-duty electrical / cooling group.
 - 9. Power windows and locks.
 - 10. Any colors except Reds, Yellows, Oranges or neon colors.
 - 11. Metric Speedometer
- c. Requirements applicable to all 5 vehicles:

The price of the armored vehicle includes installation of opaque and transparent armor for the entire crew compartment of the vehicle with virtually no ballistic gaps. The armor package must provide COMPLETE protection for the vehicle's interior passenger compartment area (100%), INCLUDING the roof, floor, door and window seams and firewall areas. The armored vehicle price also includes:

- 1. Operable Front Windows (left and right), 4 to 6 inch opening. Power windows shall operate smoothly and have positive window and motor stops at the fully open and closed positions.
 - 2. Explosion-proof/self sealing fuel tank.
 - 3. Ballistic protection for the battery or a contractor-provided gel style battery.
 - 4. Ballistic protection for the vehicle management system (engine computer) if located outside of passenger compartment.
 - 5. Interior/exterior intercom system.
- 6. Anti-theft kill switch incorporated in a government chosen location. The location will be provided at the Start of Work Meeting.
- 7. Deactivation switch for all front-seat air bags. Switch will ensure that all front seat air bags can be deactivated quickly. Switch must be within arms reach of driver and clearly labeled. When disabled a red warning light will illuminate to warn the operator.
 - 8. Tailpipe screen/protection and a locking gas cap.
- 9. Installation of second protected battery (backup) or gel cell battery, with primary-secondary switch accessible to the vehicle operator.
 - 10. Child protection locks on all passenger doors shall be disabled.
 - 11. Airlift tie-down brackets
 - 12. Car jack, for changing tires, must accommodate the weight of the vehicle, after armoring.
- 13. Exterior door locks. The door locks will be hardened to prevent thieves from drilling through the lock mechanism or the vendor can propose a second or backup system to defeat a thiefs attempt to break into the vehicle.
 - 14. Ram Bumper on the front.
 - 15. Armor Maintenance Guide in English and Spanish (see I-26).
 - 16. Seat belts (lap belt a minimum) for all passengers.
 - 17. Run-Flat Tires. The vehicles will require run-flat tires with a run-flat spare.

Required: A Composite Run-Flat (CRF) made by Hutchinson or a like equivalent with on-off road tires at the appropriate load range.

Desired: A two piece aluminum wheel with a rubber run-flat incorporating a bead locking design. A Hutchinson VFI Run-Flat or its equivalent would suffice. Again, you would be expected to furnish on-off road tires with the appropriate load range.

d. Seat Configuration

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One of the vehicles is to be built with the forward most seats in the passenger compartment facing rear-ward to create a space where four people can face each other and hold discussions.

e. Warranty and Inspection

- 1. All vehicles armored under this agreement shall carry a 1-year warranty on parts, labor, and workmanship on ballistic glass, and a 3-year warranty on parts, labor, and workmanship on opaque armor, from date of acceptance. The cost of the warranty is INCLUDED in the price of the completed vehicle. TACOM requires the armorer to provide warrantee coverage in the country of Colombia, at no out-of-pocket cost to the Government, i.e. parts, labor, shipment and travel.
- 2. Contractor is expected to assign any remaining OEM warranty protection. Additional warranty coverage is subject to negotiations see section K-27.
- 3. The contractor shall provide and install all necessary materials, components, accessories and/or mounting hardware for protection package, and each specified optional feature, and make any / all compensatory adjustments to the vehicle, in accordance with the requirements set forth within this contract.

4. Annual Inspections

At the request of the Government (as a separately priced option), the Contractor and a Government representative(s) will visit the armored vehicles at a location in the country where the vehicles have been fielded, to jointly perform a technical inspection. The Government intends to request this support on a yearly basis. These follow-on technical site inspections shall consists of the following:

- (a) Overall technical inspection of each armored vehicle.
- (b) Discussions of any ballistic, operational, mechanical, or electrical problems.
- (c) Discussions of any maintenance issues.
- (d) An estimate of the remaining service life of the vehicle.
- (e) A Contractor/Government debrief to the unit.
- (f) Answer any questions from the unit.
- (g) A final written report with recommendations to the Government.

The location, time, and date of site visits will be provided by the government and any required support will be called out in the contractors proposal.

The PCO will designate the times, installations, activities, and areas within which the services will be done. However, the PCO will not supervise or otherwise direct activities of the Contractor Representatives.

I-24 Performance Requirements

a. Ballistic Performance

- 1. The required armor protection package, other than Floor, for all transparent and opaque armor must, at a minimum, defeat three rounds each of rifle 7.62mm by 39mm Ball PS, M1943, with maximum/minimum velocities of 2400/2300 (fps) measured at ten feet from target impact at zero degree obliquity. All armoring materials shall demonstrate capability to defeat 3 shots at 120-degree intervals on the periphery of an eight-inch diameter circle of a coupon. The Floor Armor need only defeat three rounds each of rifle 7.62mm by 39mm Ball PS, M1943 at ten feet from target impact at 30 degrees obliquity using the test procedure below.
- 2. The desired armor protection package, other than Floor, for all transparent and opaque armor will defeat three rounds each of rifle 7.62mm by 51mm Ball M80, with maximum/minimum velocities of 2850/2750 (fps) at ten feet from target impact at zero degree obliquity. All armoring materials shall demonstrate capability to defeat 3 shots at 120-degree intervals on the periphery of an eightinch diameter circle of a coupon. The Floor Armor need only defeat three rounds each of rifle 7.62mm by 39mm Ball PS, M1943 at ten feet from target impact at 30 degrees obliquity using the test procedure below.
- 3. The ballistic performance verification test shall be conducted in accordance with the American Society of Testing Materials (ASTM) Standard F1233-95, Standard Test Method for Security Glazing Material and Systems, using the rounds specified above. The vendor will be required to insure that each lot of materials, used in the vehicles, is certified for ballistic conformance.

b. Vehicle Performance and Configuration Requirements

- 1. The threat ballistic projectiles, whether following any linear path or ricochet, shall not penetrate the crew compartment, and construction/design shall minimize the creation and impact of secondary projectiles.
- 2. The vehicle must be within the acceptable safety standards as defined by Federal Motor Vehicle Safety Standards (FMVSS), (49 CFR Ch. V).
 - 3. Payload capacity, after armoring, shall, at a minimum, accommodate fifteen adult passengers times 200 pounds. Our desired

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payload capacity is 250 pounds per passenger. We realize this exceeds FMVSS standards, but we require this capability to carry personal gear. The ability to carry additional payload will be considered desirable and given additional consideration during evaluation of proposals. Specifically, vehicles are required to have an after-armoring payload capacity of not less than that listed below. We desire the after-armoring payload capacity listed below.

| Group | Number of passengers | After -Armoring Payload | Capacity (pounds) |
|-------|----------------------|-------------------------|-------------------|
| | | Desired | Required |
| Vans | 15 | 3,750 | 3,000 |
| Vans | 16 | 4,000 | 3,200 |
| Vans | 17 | 4,250 | 3,400 |
| Vans | 18 | 4,500 | 3,600 |
| Vans | 19 | 4,750 | 3,800 |
| Vans | 20 | 5,000 | 4,000 |

- 4. A significant portion of the vehicles' mileage will be on secondary roads. The installation and fastening of the armor kit must be capable of withstanding the shock and vibration of secondary roads.
- 5. The suspension system, attachment points and related infrastructure components shall be modified to meet after armoring mass and payload of the vehicle.
 - c. Vehicle Performance and Configuration Design Objectives
- 1. Overall construction/design shall achieve balanced structural loads given the capabilities and limitations of the OEM vehicle. All necessary modifications to the vehicle shall be completed such that:
 - (a) the automotive functionality (e.g., acceleration, braking, handling, etc.), and
- (b) appearance of the base vehicle (interior and exterior), is maintained as close as possible to OEM characteristics. The appearance of the vehicles must be inconspicuous. They must appear to be normal everyday passenger vehicles or shuttle busses. Specific vehicle acceleration, braking, and cornering at after armoring mass weight on dry surface should allow for positive control at all times. Impacts on interior environmental features, including noise levels, HVAC, lighting, and sound systems shall be minimized and such systems shall perform as intended. Transparent armor will be dark tint; comparable to the darkest offered by the OEM glass.

2. Performance Design Objectives

(a) Acceleration: Desired: 0 to 60 mph in under 15 seconds.

Required: 0 to 60 mph in under 20 seconds

(b) Top speed: Desired minimum top speed: 90 mph.

Required minimum top speed speed: 80 mph.

- (c) Suspension and Handling. Handling with a lateral G force of .65 or greater. Drive Train and couplings (attachment points) and related infrastructure components shall be reinforced, if necessary, to accommodate increased vibration/stress due to additional weight of the armor mass.
 - (d) Braking. Below is expected braking distance for the van class: Desired: from 60 mph to full stop in less than 180 feet.

Required: from 60 mph to full stop in less than 195 feet.

(e) Brake system shall accommodate after armoring mass of vehicle and be of such design as to ensure against failure at top speed and/or repeated use. Each vehicle type will be tested for the performance criteria above without a payload except for an operator weighing approximately 200 lbs.

I-25 Performance Verification

a. Quality Assurance

- 1. The contractor shall have a quality assurance system that as a minimum, documents inspection status and assures verifiable consistency in the level of quality of work performed. The contractor shall provide a Vehicle Inspection Record (VIR) for each vehicle produced. The contractor shall perform the inspections and document the VIR. However, the Government shall exercise independent judgement in deciding whether a completed vehicle so presented is acceptable or not, based on the performance requirements of this Section I. The VIR (completed and satisfactory) is the contractor's indication or statement that the vehicle is ready for acceptance, and not a mandate that the vehicle MUST be accepted.
- 2. The contractor will make available to the government upon request, all of its performance documentation which it used to complete the VIR including but not limited to: ballistic performance data for all armor, transparent and opaque, test reports and certifications regarding optical clarity, distortion and defects to the government. Ballistic performance certifications for each lot of armor materials must either be certified by an independent laboratory, or follow an approved, documented contractor certification process, which is periodically validated by an independent certification lab. The contractor shall retain all such records for a period not to exceed three years following contract expiration.
 - 3. The government will test acceleration, handling and braking performance using a Vericom VC2000PC.

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b. <u>Inspection of Work In-Progress</u>

The Government reserves the right to inspect work in-progress of the production units. Attention will focus on the potential for ballistic gaps, general vehicle performance and configuration issues per I 24 above, and any suspected aspects of vehicle vulnerability. The contractor will recommend an appropriate time frame for this activity to the PCO and ACO, giving at least three (3) weeks advance notice (to allow for travel arrangements).

c. The Government reserves the right to conduct process inspections. The Government will coordinate the inspection time frame with the Contractor, providing appropriate advance notice and internal coordination. Any inspection conducted by the Government under this section shall be in addition to any other contractually required inspections and shall not prejudice any of the Government's rights under this agreement.

I-26 Data Requirements

- a. The Armor Maintenance Guide, described immediately below, or a commercial equivalent, will be jointly reviewed by the parties, in final draft format, at a mutually agreeable time prior to final delivery. Once finalized, two copies, one in English and one in Spanish, are due per vehicle; placed in glove box. The vehicle will not be accepted until the Armor Maintenance Guide has been accepted. Reference Contractor Data Requirement List, DA1423.
- b. Armor Maintenance Guide. This is a written, illustrated maintenance guide (in contractor format) including prescribed maintenance regimen, recommended parts replacement frequency, and any special care instructions necessary for proper maintenance of the modified/replaced vehicle sub-systems. The maintenance guide shall include a listing, by manufacturer's part number and supplier, of all contractor-installed parts and suspension upgrades or equipment, in or upon the vehicle. The maintenance guide shall also highlight any modifications to the normal maintenance procedures for the vehicles, in order to maintain optimum operation. (This may include, but not be limited to modifications to the petroleum, oils and lubricants (POL) change and/or upgrade frequency, tire maintenance, brake maintenance, and structural inspection.) The maintenance guide shall state all warranty coverage applicable to the deliverable vehicle.
 - c. The standard OEM Operators manual, in English, shall be delivered in the vehicle glove box.

I-27 Notification of Delay in Delivery

In the event of an actual or anticipated delay in delivery, the contractor shall notify the Contracting Officer as soon as possible of the cause, expected duration and recommended course of action. TACOM reserves the right to designate the relative priority of each vehicle ordered under this Contract, in addition to any other rights it already has under this contract.

I-28 Other Requirements

- a. Marking and Safety The Contractor shall provide vehicle identification, safety and warning labels in accordance with Attachment 3, entitled, "Data Plates, Passenger Limits, Airbag Warning Labels and Glass Warning Labels." The contractor shall also affix/include other safety and operation labels normally provided to its other customers.
- b. Removed Parts. Removed Parts are those parts removed from vehicles which won't be later re-installed on a deliverable vehicle. Removed Parts include scrap, and broken/non-functional items (e.g., air bags, tires/wheels, in-door speakers, OEM nuts, bolts, mounting brackets/plates, regulators, motors, misc. wiring, etc.) Removed Parts need not be accounted for and may be disposed of upon their removal. Title to all Removed Parts shall pass to the Contractor.

*** END OF NARRATIVE I 003 ***